IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: Mary M. Lasher, : Bankruptcy No. 17-70679

Debtor

Chapter 13

Mary M. Lasher, : Document No. 66

Movant

v.

Bayview Loan Servicing, LLC, Altoona : Endocrine Services, LLC, Blair County : Tax Claim Bureau, Caine & Weiner : Company, Credit Control Collection, Credit : Protection Assoc., Penn Credit, Pinnacle : Credit Services, LLC its successors assigns : as assignee of Cellco Partnership d/b/a : Verizon Wireless Resurgent Capital : Services, ROI, Robert Williams, Esquire, : TekCollect, Inc., UPMC Health Services, : UPMC Physician Services, U.S. Dept. of : Education, U.S. Dept. of Ed./Great Lakes : Higher Education, :

Respondents

and

Ronda J. Winnecour, Esquire, Chapter 13 Trustee,

Respondents

Social Security No. xxx-xx-6962

NOTICE OF PROPOSED MODIFICATION TO CHAPTER 13 PLAN DATED SEPTEMBER 18, 2019

1. Pursuant to 11 U.S.C. Section 1329, the Debtor has filed an Fourth Amended Chapter 13

Plan dated October 27, 2021, which is annexed hereto as Exhibit "A." Pursuant to the Amended

Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:

- a. The plan payment will be changed from \$681.00 to \$1,000.00 per month in order to cure an arrearage of \$1,865.00 and to account for the increase in Debtor's mortgage payment, effective October 1, 2021.
- 2. The proposed modifications to the confirmed Plan will impact the treatment of claims of the following creditors, and in the following particulars:

N/A

- 3. Debtor submits that the reason for the modification is as follows:
 - a. To cure the arrearage on the plan and to adequately fund it for the increase in the Debtor's monthly mortgage payment, effective October 1, 2021.
- 4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed modification complies with Section 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief as the Court deems equitable and just.

Respectfully submitted,

EVEY BLACK ATTORNEYS LLC

Dated: 10/27/2021

By /s/Jeffrey A. Muriceak
Jeffrey A. Muriceak, Esquire
Attorney for Debtor/Movant
401 Allegheny Street
P.O. Box 415
Hollidaysburg, PA 16648
(814) 695-7581
Pa. I.D. #76013

Case 17-70679-JAD Doc 66 Filed 10/27/21 Entered 10/27/21 13:52:50 Desc Main Document Page 3 of 11

Fill in this info	ormation to identi	fy your case:					
Debtor 1	Mary First Name	M. Middle Name	Lasher Last Name		Check if this i	s an amended below the	
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		been changed	e plan that have J.	
United States Ba	nkruptcy Court for the	Western District of I	[⊃] ennsyl∨ania	-	2.1, 3.1, 4.3		
Case number (if known)	17-70679		AND THE PROPERTY OF THE PROPER	-			
Western	District of F	Pennsylvar	nia				
	13 Plan	-					
Part 1: Not	indicate that th	e option is appr	opriate in your o	ate in some cases, but the prese circumstances. Plans that do no s plan control unless otherwise or	t comply with loc	al rules and judicia	
	In the following r	otice to creditors,	you must check ea	ach box that applies.			
To Creditors:	YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.						
You should read this plan carefully and discuss it with your attorney if you attorney, you may wish to consult one.			h your attorney if you have one in th	is bankruptcy case.	If you do not have a		
	ATTORNEY ML THE CONFIRM PLAN WITHOU	IST FILE AN OB- ATION HEARING I FURTHER NOT	IECTION TO COI , UNLESS OTHE ICE IF NO OBJEC	F YOUR CLAIM OR ANY PROVI NFIRMATION AT LEAST SEVEN (RWISE ORDERED BY THE COUP CTION TO CONFIRMATION IS FILE ROOF OF CLAIM IN ORDER TO BE	7) DAYS BEFORE RT. THE COURT ED. SEE BANKRU	THE DATE SET FO MAY CONFIRM THI PTCY RULE 3015. I	
	includes each		items. If the "Inc	ee. Debtor(s) must check one box cluded" box is unchecked or bot olan.			
payment				art 3, which may result in a partial arate action will be required to		Not Included	
	of a judicial lien i (a separate actio			money security interest, set out ir ch limit)	C Included	Not included	
1.3 Nonstanda	rd provisions, se	t out in Part 9		Add Michigan and the Committee of the Co	O Included	Not included	
	_						
Part 2: Pla	n Payments and	Length of Plai	1				
.1 Debtor(s) will	make regular pay	ments to the trus	itee:				
Total amount of	of \$ <u>1,000.00</u>	per month for	a remaining plan	term of 11 months shall be pa	id to the trustee fro	m future earnings as	
Payments	By Income Attac	nment Directly I	by Debtor	By Automated Bank Transfer			
D#1	\$0.00		\$1,000.00	\$0.00			
D#2	\$0.00	Mindrod Mindro	\$0.00	\$0.00	_		
//	ments must be use	d by dahtom haui		me) (SSA direct deposit recipien			

Page 4 of 11 Document Case number 17-70679 Debtor(s) Mary M. Lasher 2.2 Additional payments: Unpaid Filing Fees. The balance of \$ shall be fully paid by the Trustee to the Clerk of the Bankruptcy Court from the first available funds. Check one. None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced. The debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments plus any additional sources of plan funding described above. Part 3: **Treatment of Secured Claims** 3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. Name of creditor Collateral Current Amount of Start date installment arrearage (if (MM/YYYY) payment any) (including escrow) Bayview Loan Servicing, LLC \$12,356.04 10/01/2017 \$331.53 Insert additional claims as needed. 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one. None, If "None" is checked, the rest of Section 3.2 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below. For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding) Name of creditor Estimated amount Value of Amount of Collateral Amount of Interest Monthly of creditor's total claims senior secured collateral rate payment to claim (See Para. 8.7 to creditor's claim creditor below) claim \$0.00 \$0.00 \$0.00 \$0.00 0% \$0.00

Entered 10/27/21 13:52:50

Desc Main

Case 17-70679-JAD Doc 66 Filed 10/27/21

Insert additional claims as needed.

Case number Debtor(s) Mary M. Lasher 17-70679 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee, Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate \$0.00 0% \$0.00 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral Modified principal Monthly payment Interest balance* or pro rata rate \$0.00 0% \$0.00 Insert additional claims as needed, *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced. The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5. Name of creditor Collateral

Filed 10/27/21

Document

Entered 10/27/21 13:52:50

Page 5 of 11

Desc Main

Case 17-70679-JAD Doc 66

Insert additional claims as needed.

Case number Debtor(s) Mary M. Lasher 3.6 Secured tax claims. identifying number(s) if Tax periods Name of taxing authority Total amount of claim Type of tax Interest rate* collateral is real estate Insert additional claims as needed. * The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation. Part 4: Treatment of Fees and Priority Claims 4.1 General. Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest. 4.2 Trustee's fees. Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded. 4.3 Attorney's fees. In addition to a retainer of \$1,500.00 Attorney's fees are payable to Evey Black Attorneys LLC (of which \$0.00 payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of the debtor, the amount of \$0.00 per month. Including any retainer paid, a total of \$4,000.00 in fees and costs reimbursement has been to be paid at the rate of \$0.00 approved by the court to date, based on a combination of the no-look fee and costs deposit and previously approved application(s) for will be sought through a fee application to be filed and approved before any compensation above the no-look fee. An additional \$1,000.00 additional amount will be paid through the plan, and this plan contains sufficient funding to pay that additional amount, without diminishing the amounts required to be paid under this plan to holders of allowed unsecured claims. Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above). 4.4 Priority claims not treated elsewhere in Part 4. None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced. Name of creditor Total amount of Statute providing priority status Interest claim rate (0% if blank) 0% \$0.00 Insert additional claims as needed.

Filed 10/27/21

Document

Page 6 of 11

Entered 10/27/21 13:52:50

Desc Main

17-70679

Case 17-70679-JAD Doc 66

Case 17-70679-JAD Doc 66 Filed 10/27/21 Entered 10/27/21 13:52:50 Desc Main Page 7 of 11 Document Case number Debtor(s) Mary M. Lasher 17-70679 4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit. If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. Check here if this payment is for prepetition arrearages only. Name of creditor (specify the actual payee, e.g. PA Claim Description Monthly payment SCDU) or pro rata \$0.00 \$0.00 Insert additional claims as needed. 4.6 Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support. Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid \$0,00 Insert additional claims as needed. 4.7 Priority unsecured tax claims paid in full.

Total amount of claim Type of tax

\$0.00

Interest

rate (0% if blank)

0%

Tax periods

Insert additional claims as needed.

Name of taxing authority

Case 17-70679-JAD Doc 66 Filed 10/27/21 Entered 10/27/21 13:52:50 Desc Main

Debtor(s) Mary M. Lasher

Document Page 8 of 11 Case number 17-70679

Check one. None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrears amount will be paid in full as specified below and disbursed by the trustee. Name of creditor Current installment Amount of arrearage to be paid on the claim payments beginning by trustee date (MM. YYYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a sin monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file	'ai	Treatment of Nonpriority Unsecu	red Claims			······································		
Debtor(s) ACKNOWLEDGE(s) that a MINIMUM of \$0.00 shall be paid to nonpriority unsecured creditors to comply with the liquidalternative test for confirmation set forth in 11 U.S.C. \$ 1325(a)(4). The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of favailable for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estim percentage of payment to general unsecured creditors is _%. The percentage of payment may change, based upon the total am of allowed claims. Late-filled claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be pro-rate unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plar included in this class. 2. Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below within the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrear amount will be paid in full as specified below and disbursed by the trustee. Name of creditor Current installment Amount of arrearage to be paid on the claim by trustee. Solution at the payment of the plan in full as specified below and disbursed by the trustee. Payment to be paid on the claim by trustee. Payment beginning date (MM. YYYY) \$0.00 \$0.00 \$0.00 \$0.00 Insert additional claims as needed. Postpetition utility monthly payments. The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a simonthly combined payment for postpetition utility services, any postpetition delinquencies,	i.1	Nonpriority unsecured claims not separately	classified.					
alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4). The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of fixed available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estim percentage of payment to general unsecured creditors is9. The percentage of payment may change, based upon the total am of allowed claims. Late-flied claims will not be paid unless all timely flied claims have been paid in full. Thereafter, all late-flied claims will be pro-rate unless an objection has been flied within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan included in this class. 2. Maintenance of payments and cure of any default on nonpriority unsecured claims. 3. Check one. None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearamount will be paid in full as specified below and disbursed by the trustee. Name of creditor Current installment by amount of arrearage and the claim payment beginning date (MM. YYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. Postpetition utility monthly payments. The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a simonthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to fit amended plan. These payments may not resolve all of the postpetition claims of the		Debtor(s) ESTIMATE(S) that a total of \$0.00	will be available for dis	tribution to nonpriority unse	cured creditors.			
available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estim percentage of payment to general unsecured creditors is				paid to nonpriority unsecur	ed creditors to comply	with the liquidation		
Check one. None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arreard amount will be paid in full as specified below and disbursed by the trustee. Name of creditor Current installment payment Amount of arrearage to be paid on the claim payments beginning date (MM, YYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a simple to change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from debtor(s) after discharge. Name of creditor Monthly payment Postpetition account number		available for payment to these creditors under the percentage of payment to general unsecured credit allowed claims. Late-filed claims will not be puro-rata unless an objection has been filed within	ne plan base will be determ editors is%. T aid unless all timely filed cla	ined only after audit of the he percentage of payment sims have been paid in full.	plan at time of completi may change, based upo Thereafter, all late-filed	ion. The estimate on the total amour I claims will be pai		
None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrears amount will be paid in full as specified below and disbursed by the trustee. Name of creditor Current installment Amount of arrearage to be paid on the claim payments beginning date (MM. YYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. 3.3 Postpetition utility monthly payments. The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a sir monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from debtor(s) after discharge. Name of creditor Monthly payment Postpetition account number	5.2	Maintenance of payments and cure of any de	fault on nonpriority unsec	cured claims.				
The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrears amount will be paid in full as specified below and disbursed by the trustee. Name of creditor Current installment Amount of arrearage to be paid on the claim payments beginning date (MM. YYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. 5.3 Postpetition utility monthly payments. The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a sir monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from debtor(s) after discharge. Name of creditor Monthly payment Postpetition account number		Check one.						
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Insert additional claims as needed. 5.3 Postpetition utility monthly payments. The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a sir monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from debtor(s) after discharge. Name of creditor Monthly payment Postpetition account number		· · ·	Current installment	Amount of arrearage	payments	beginning date (MM/		
The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a sir monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from debtor(s) after discharge. Name of creditor Monthly payment Postpetition account number			\$0.00	\$0.00	\$0.00			
The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a sir monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from debtor(s) after discharge. Name of creditor Monthly payment Postpetition account number		Insert additional claims as needed,						
monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from debtor(s) after discharge. Name of creditor Monthly payment Postpetition account number	i.3	Postpetition utility monthly payments.						
		The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a sing nonthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment who to change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file at the plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the lebtor(s) after discharge.						
\$0.00		Name of creditor	Monthly pa	yment Postpetii	ion account number			
				\$0.00				
Insert additional claims as needed.		Insert additional claims as needed						

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 6 of 9

Case 17-70679-JAD Doc 66 Filed 10/27/21 Entered 10/27/21 13:52:50 Desc Main Document Page 9 of 11

Debtor(s) Man	v M. La	sher
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Case number

17-70679

None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced. The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows: Name of creditor Basis for separate classification and Amount of arrearage Interest to be paid rate payments by trustee \$0.00 0% \$0.00 Insert additional claims as needed. Part 6: Executory Contracts and Unexpired Leases 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contract and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed Items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed trustee. Name of creditor Description of leased property or Current installment arrearage to be payments by begin payment paid trustee date (atal Payment)		Other separately classified nonpriority unsecured claims.							
The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows: Name of creditor Basis for separate classification and treatment \$0.00 \$0.00 \$0.00 Insert additional claims as needed. Security Contracts and Unexpired Leases The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory conducts and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed Items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed trustee. Name of creditor Description of leased property or current installment payments by begin paid Insert additional claims as needed.		Check one. None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.							
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- attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

Case 17-70679-JAD Doc 66 Filed 10/27/21 Entered 10/27/21 13:52:50 Desc Main Page 10 of 11 Document Case number 17-70679

Debtor(s) Mary M. Lasher

- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee,
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments. Level Two:

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears. Level Five:

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final
- 8,7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8,8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9,1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

Case 17-70679-JAD Doc 66 Filed 10/27/21 Entered 10/27/21 13:52:50 Desc Main Page 11 of 11 Document Case number 17-70679

Debtor(s) Mary M. Lasher

Part 10: **Signatures**

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/ Nyoka I. Fedesco, Adm. of Est. of Mary M. Lasher	X
Signature of Debtor 1	Signature of Debtor 2
Executed on10/27/2021	Executed on
MM/DD/YYYY	MM/DD/YYYY
X/s/ Jeffrey A. Muriceak	Date10/27/2021
Signature of debtor(s)' attorney	- MM/DD/YYYY